

1637

Please type a plus sign (+) inside this box.

PTO/SB/82 (10-00)  
Approved for use through 10/31/2002. OMB 0651-0035  
Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

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## REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/998,887
Filing Date	October 31, 2001
First Named Inventor	Ian J. McLaughlin
Group Art Unit	1637
Examiner Name	Jeffrey Siew
Attorney Docket Number	ABI-0034/4717US

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I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☐ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☒ Please change the correspondence address for the above-identified application to:

☒ Customer Number

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22896

PATENT TRADEMARK OFFICE

OR

☐ Firm or Individual Name

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City

State

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I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (PTO/SB/96)

☐ Attorney or agent of record.

### SIGNATURE of Applicant, Assignee of Record, or Attorney of Record

Name, Reg. No. Scott R. Bortner, Reg. No. 34,298

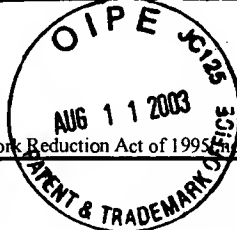
Signature

*Scott R. Bortner*

Date 8/6/03

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.\*

☐ \* Total of \_\_\_\_\_ forms are submitted.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: McLaughlin et al.Application No./Patent No.: 09/998,887 Filed/Issue Date: October 31, 2001Entitled: Method of Reducing Non-Specific Amplification in PCRApplera Corporation

(Name of Assignee)

, a corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Ian MCLAUGHLIN, Sulekha COTICONE To: PE Corporation (NY)  
and Will BLOCH

The document recorded in the United States Patent and Trademark Office at  
Reel 012787, Frame 0734, or for which a copy thereof is attached.

2. From: PE Corporation (NY) To: Applera Corporation

The document recorded in the United States Patent and Trademark Office at  
Reel 013367, Frame 0173, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

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Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

8/6/03  
Date

Scott R. Bortner

Typed or printed name

Signature

Senior Patent Attorney

Title

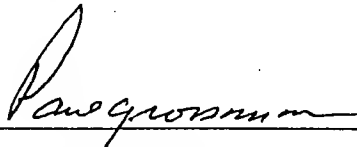
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LIMITED AUTHORIZATION TO ACT ON BEHALF OF ASSIGNEE  
REGARDING CERTAIN PATENT AND TRADEMARK MATTERS EFFECTIVE  
THROUGH: December 31, 2005

\*\*\*\*\*

I, Paul D. Grossman, as Assistant Secretary of Applera Corporation ("Applera"), hereby authorize: Vincent M. Powers, Reg. No. 36, 246, Scott R. Bortner, Reg. No. 34,298, Jeffery D. Frazier, Reg. No. 34,601, and Andrew T. Kamakis, Reg. No. 27,909, all Senior Patent Attorneys, (1) to act on behalf of Applera, with regard to any matters before the United States Patent and Trademark Office, any foreign patent or trademark offices, and any international patent or trademark entities, (2) to execute power of attorney documents on behalf of Applera, to appoint and/ or establish any attorneys, agents, and/ or law firms to act on behalf of Applera, in any foreign or international patent or trademark applications filed with any foreign and/ or international patent or trademark offices, and (3) to execute assignment and ownership documents on behalf of Applera, with regard to any matters before the United States Patent and Trademark Office, any foreign patent or trademark offices, and any international patent or trademark offices.



Paul D. Grossman  
Assistant Secretary, Applera Corporation

1-9-03

Date

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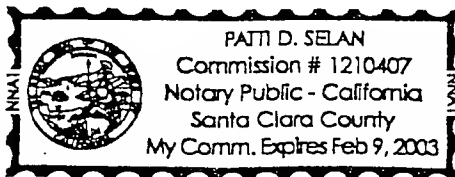
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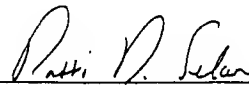
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State of California )  
 ) ss.  
County of San Mateo )

On Jan. 9, 2003 before me, Patti D. Selan, Notary Public, personally appeared Paul D. Grossman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.





Notary Public

4717 US



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



ARI-0134

11/25/02

JUNE 12, 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
www.uspto.gov

WOODCOCK WASHBURN LLP  
PATRICK J. FARLEY  
ONE LIBERTY PLACE - 46TH FLOOR  
PHILADELPHIA, PA 19103-7301

JUN 17 2002



\*102057259A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/05/2002

REEL/FRAME: 012787/0734  
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
MCLAUGHLIN, IAN J.

DOC DATE: 02/21/2002

RECEIVED  
JUN 17 2002

ASSIGNOR:  
COTICONE, SULEKHA RAO

DOC DATE: 02/25/2002

DOCKET DEPT.  
WWKMN

ASSIGNOR:  
BLOCH, WILL

DOC DATE: 02/20/2002

ASSIGNEE:  
PE CORPORATION (NY)  
850 LINCOLN CENTRE DRIVE  
FOSTER CITY, CALIFORNIA 94404

SERIAL NUMBER: 09998887  
PATENT NUMBER:

FILING DATE: 10/31/2001  
ISSUE DATE:

RECEIVED  
JUN 17

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WWKMN

012787/0734 PAGE 2

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



04-17-2002



To The Honorable Commissioner of Patents at

102057259

original documents or copy thereof.

## 1. Name of conveying party(ies):

4-5-02

Ian J. McLaughlin 02/21/02  
First Assignor Date of Execution

Sulekha Rao Coticone 02/25/02  
Second Assignor Date of Execution

Will Bloch 02/20/02  
Third Assignor Date of Execution

Fourth Assignor Date of Execution

Fifth Assignor Date of Execution

Sixth Assignor Date of Execution

Additional name(s) of conveying party(ies) attached? ( ) YES (X) NO

## 2. Name and address of receiving party(ies):

Name: PE Corporation (NY)

Street Address: 850 Lincoln Centre Drive

City: Foster City

State: California

ZIP 94404

Additional name(s) &amp; address attached? ( ) YES (X) NO

## 3. Nature of Conveyance (check only one):

- (X) New Assignment ( ) Merger  
( ) License Agreement ( ) Security Agreement  
( ) Change of Name ( ) Other:

( ) Cross-reference of Assignment filed in United States  
Application No. \_\_/\_\_, recorded on \_\_\_\_ at  
Reel No. \_\_\_\_ and Frame No. \_\_\_\_

## 4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:  
09/998,887 filed 10/31/01

Patent Nos.

APR - 5 2002

Date application was signed by the first  
named executing inventor(Fill-in this date only if assignment is  
filed together with a new application)5. Name and address of party to whom correspondence  
concerning documents should be mailed:

Name: Patrick J. Farley, Ph.D.  
WOODCOCK WASHBURN LLP  
One Liberty Place - 46th Floor  
Philadelphia, Pennsylvania 19103-7301  
215-568-3100

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41):.....\$40.00

- ( ) Enclosed  
( ) Authorized to be charged to Deposit Account  
Number 23-3050

8. Please charge any deficiency or credit any  
overpayment to Deposit Account Number 23-3050

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of  
the original document.

Patrick J. Farley/45,524

Name of Person Signing/Reg. No.

Signature

March 27, 2002

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

DOCKET NO.: 4717US/ABI-0034

PATENT  
Joint Inventors

(Pending Application;  
Serial No. Known)

ASSIGNMENT

WHEREAS, we **Ian J. McLaughlin, Sulekha Rao Coticone, and Will Bloch**, hereinafter referred to as the assignors, residing respectively at **P.O. Box 826, Moss Beach, California 94038, 455 Myrtle Street, Half Moon Bay, California 94019 and P.O. Box 1755, White Salmon, Washington 98672**, are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Serial No. 09/998,887, filed **October 31, 2001**, entitled **A Method for Reducing Non-Specific Amplification in PCR**; and

WHEREAS, **PE Corporation (NY)**, hereinafter referred to as the assignee, of **850 Lincoln Centre Drive, Foster City, California 94404**, a corporation of New York, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign

23 Ventura St  
SRE  
25th Feb 2002

836  
J. McLaughlin  
755L  
Camisio  
Real  
W.B.  
2/29/02

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

SS.

On February 21, 2002, before me, Cheryl R. Gomez, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ian J. McLaughlin

Name(s) of Signer(s)

- ☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cheryl R. Gomez  
 Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Assignment

Document Date: February 21, 2002 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
 OF SIGNER  
 Top of thumb here



**PATENT**  
**Joint Inventors**

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Ian J. McLaughlin (L.S.)  
Ian J. McLaughlin

On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_, before me personally came the above named Ian J. McLaughlin to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

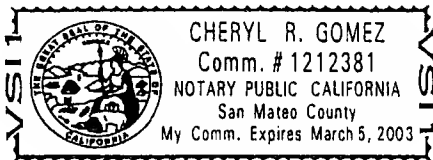
SS.

On February 25, 2002, before me, Cheryl R. Gomez, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Sulekha Rao Coticone  
Name(s) of Signer(s)

- ☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Cheryl R. Gomez  
Signature of Notary Public

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Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

DOCKET NO.: 4717US/ABI-0034

PATENT  
Joint Inventors

25<sup>th</sup> Feb ' 2002  
Date

Sulekha Rao Coticone (L.S.)  
Sulekha Rao Coticone

STATE OF \_\_\_\_\_ :  
: SS  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_, before me personally came the above named Sulekha Rao Coticone to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Please see attached California All-purpose  
Acknowledgment form  
ERG

\_\_\_\_\_  
Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

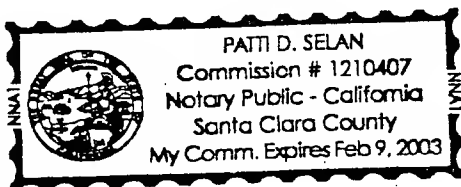
State of California

County of San Mateo } ss.

On Feb. 20, 2002, before me, Patti D. Selan, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Will Bloch  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Patti D. Selan  
Signature of Notary Public

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Document Date: Feb. 20, 2002 Number of Pages: 4

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### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_  
☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**PATENT**  
**Joint Inventors**

Will Bloch (L.S.)  
Will Bloch

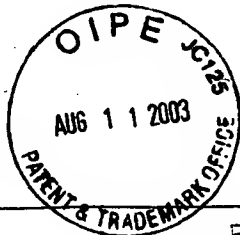
On this 20<sup>th</sup> day of February, year of 2002, before me personally came the above named Will Bloch to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

Please see  
attached notarial  
certificate. *Prati Selam*

Notary Public



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE



CORRECTED  
NOTICE

4717

FEBRUARY 12, 2003

APPLIED BIOSYSTEMS GROUP  
JEFFERY D. FRAZIER  
850 LINCOLN CENTRE DRIVE  
FOSTER CITY, CA 94404-1128

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FEB 24 2003

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
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\*102354013A\*

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CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,  
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/14/2003

REEL/FRAME: 013367/0173  
NUMBER OF PAGES: 11

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
PE CORPORATION (NY)

DOC DATE: 06/28/2002

ASSIGNEE:  
APPLERA CORPORATION  
APPLIED BIOSYSTEMS GROUP  
850 LINCOLN CENTRE DRIVE  
FOSTER CITY, CALIFORNIA 94404-1128

194203 SERIAL NUMBER: 09724635  
PATENT NUMBER:

FILING DATE: 11/28/2000  
ISSUE DATE:

4179015 SERIAL NUMBER: 10167337  
PATENT NUMBER:

FILING DATE: 06/10/2002  
ISSUE DATE:

4179016 SERIAL NUMBER: 10170044  
PATENT NUMBER:

FILING DATE: 06/10/2002  
ISSUE DATE:

422106 SERIAL NUMBER: 10040539  
PATENT NUMBER:

FILING DATE: 12/28/2001  
ISSUE DATE:

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4266C1	SERIAL NUMBER: 09885292 PATENT NUMBER:	FILING DATE: 06/19/2001 ISSUE DATE:
4273C2	SERIAL NUMBER: 10293236 PATENT NUMBER:	FILING DATE: 11/12/2002 ISSUE DATE:
4291C2	SERIAL NUMBER: 09628076 PATENT NUMBER:	FILING DATE: 07/28/2000 ISSUE DATE:
4291C3	SERIAL NUMBER: 09627580 PATENT NUMBER:	FILING DATE: 07/28/2000 ISSUE DATE:
4294D1	SERIAL NUMBER: 09593312 PATENT NUMBER: 6514699	FILING DATE: 06/13/2000 ISSUE DATE: 02/04/2003
4299C2	SERIAL NUMBER: 09976842 PATENT NUMBER:	FILING DATE: 10/11/2001 ISSUE DATE:
4303C4	SERIAL NUMBER: 10014743 PATENT NUMBER:	FILING DATE: 10/29/2001 ISSUE DATE:
4309C3	SERIAL NUMBER: 09578920 PATENT NUMBER:	FILING DATE: 05/25/2000 ISSUE DATE:
4314C3	SERIAL NUMBER: 10192776 PATENT NUMBER:	FILING DATE: 07/09/2002 ISSUE DATE:
4320	SERIAL NUMBER: 09616596 PATENT NUMBER:	FILING DATE: 07/14/2000 ISSUE DATE:
4329	SERIAL NUMBER: 10038974 PATENT NUMBER:	FILING DATE: 01/04/2002 ISSUE DATE:
4340C2	SERIAL NUMBER: 10038520 PATENT NUMBER:	FILING DATE: 10/22/2001 ISSUE DATE:
4347C1	SERIAL NUMBER: 10104774 PATENT NUMBER:	FILING DATE: 03/21/2002 ISSUE DATE:
4347D1	SERIAL NUMBER: 09326828 PATENT NUMBER:	FILING DATE: 06/03/1999 ISSUE DATE:
436503	SERIAL NUMBER: 09969430 PATENT NUMBER:	FILING DATE: 10/02/2001 ISSUE DATE:
4365I2	SERIAL NUMBER: 09724855 PATENT NUMBER:	FILING DATE: 11/28/2000 ISSUE DATE:
4375C1	SERIAL NUMBER: 10085561 PATENT NUMBER:	FILING DATE: 02/26/2002 ISSUE DATE:
4377I1	SERIAL NUMBER: 09204865 PATENT NUMBER:	FILING DATE: 12/03/1998 ISSUE DATE:

4378D1	SERIAL NUMBER: 09602544 PATENT NUMBER:	FILING DATE: 06/21/2000 ISSUE DATE:
4380C1	SERIAL NUMBER: 09717946 PATENT NUMBER:	FILING DATE: 11/20/2000 ISSUE DATE:
4380C2	SERIAL NUMBER: 09717707 PATENT NUMBER:	FILING DATE: 11/20/2000 ISSUE DATE:
4380I3	SERIAL NUMBER: 10206846 PATENT NUMBER:	FILING DATE: 07/26/2002 ISSUE DATE:
4389C1	SERIAL NUMBER: 10092022 PATENT NUMBER:	FILING DATE: 03/05/2002 ISSUE DATE:
4390	SERIAL NUMBER: 09138433 PATENT NUMBER:	FILING DATE: 08/21/1998 ISSUE DATE:
4392RE	SERIAL NUMBER: 10073899 PATENT NUMBER:	FILING DATE: 02/14/2002 ISSUE DATE:
4396D1	SERIAL NUMBER: 09612829 PATENT NUMBER:	FILING DATE: 07/07/2000 ISSUE DATE:
4396D2	SERIAL NUMBER: 10288405 PATENT NUMBER:	FILING DATE: 11/04/2002 ISSUE DATE:
4398C2	SERIAL NUMBER: 09946074 PATENT NUMBER:	FILING DATE: 09/04/2001 ISSUE DATE:
4400C1	SERIAL NUMBER: 10209565 PATENT NUMBER:	FILING DATE: 07/30/2002 ISSUE DATE:
4402	SERIAL NUMBER: 09250422 PATENT NUMBER:	FILING DATE: 02/16/1999 ISSUE DATE:
4406C1	SERIAL NUMBER: 10016979 PATENT NUMBER:	FILING DATE: 12/12/2001 ISSUE DATE:
4407C2	SERIAL NUMBER: 10010717 PATENT NUMBER:	FILING DATE: 11/07/2001 ISSUE DATE:
4410C1	SERIAL NUMBER: 09955554 PATENT NUMBER:	FILING DATE: 09/18/2001 ISSUE DATE:
4414D4	SERIAL NUMBER: 10199743 PATENT NUMBER:	FILING DATE: 07/19/2002 ISSUE DATE:
4414I2	SERIAL NUMBER: 10104335 PATENT NUMBER:	FILING DATE: 03/22/2002 ISSUE DATE:
4419C1	SERIAL NUMBER: 10112677 PATENT NUMBER:	FILING DATE: 03/28/2002 ISSUE DATE:



4422	SERIAL NUMBER: 09154178 PATENT NUMBER:	FILING DATE: 09/16/1998 ISSUE DATE:
4422I	SERIAL NUMBER: 09927791 PATENT NUMBER:	FILING DATE: 08/10/2001 ISSUE DATE:
442401	SERIAL NUMBER: 10211131 PATENT NUMBER:	FILING DATE: 08/02/2002 ISSUE DATE:
4424I	SERIAL NUMBER: 09506870 PATENT NUMBER:	FILING DATE: 02/15/2000 ISSUE DATE:
4442C1	SERIAL NUMBER: 10010659 PATENT NUMBER:	FILING DATE: 12/06/2001 ISSUE DATE:
4470	SERIAL NUMBER: 09908994 PATENT NUMBER:	FILING DATE: 07/17/2001 ISSUE DATE:
4480C1	SERIAL NUMBER: 09075392 PATENT NUMBER:	FILING DATE: 05/08/1998 ISSUE DATE:
4485	SERIAL NUMBER: 09606006 PATENT NUMBER:	FILING DATE: 06/29/2000 ISSUE DATE:
4495I	SERIAL NUMBER: 09976168 PATENT NUMBER:	FILING DATE: 10/11/2001 ISSUE DATE:
4498C1	SERIAL NUMBER: 10099738 PATENT NUMBER:	FILING DATE: 03/15/2002 ISSUE DATE:
450304	SERIAL NUMBER: 09481552 PATENT NUMBER:	FILING DATE: 01/11/2000 ISSUE DATE:
4524	SERIAL NUMBER: 09351660 PATENT NUMBER:	FILING DATE: 07/13/1999 ISSUE DATE:
4525	SERIAL NUMBER: 09486424 PATENT NUMBER:	FILING DATE: 07/17/2000 ISSUE DATE:
4529	SERIAL NUMBER: 09700536 PATENT NUMBER:	FILING DATE: 11/29/2001 ISSUE DATE:
4529C1	SERIAL NUMBER: 10216620 PATENT NUMBER:	FILING DATE: 08/09/2002 ISSUE DATE:
4536	SERIAL NUMBER: 09897500 PATENT NUMBER: 6514750	FILING DATE: 07/03/2001 ISSUE DATE: 02/04/2003
4543	SERIAL NUMBER: 09909001 PATENT NUMBER:	FILING DATE: 07/18/2001 ISSUE DATE:
4545	SERIAL NUMBER: 09724613 PATENT NUMBER:	FILING DATE: 11/28/2000 ISSUE DATE:

45451	SERIAL NUMBER: 09997169 PATENT NUMBER:	FILING DATE: 11/28/2001 ISSUE DATE:
4555	SERIAL NUMBER: 09724766 PATENT NUMBER: 6503716	FILING DATE: 11/28/2000 ISSUE DATE: 01/07/2003
4568	SERIAL NUMBER: 09862224 PATENT NUMBER:	FILING DATE: 05/21/2001 ISSUE DATE:
4581	SERIAL NUMBER: 09886011 PATENT NUMBER:	FILING DATE: 06/22/2001 ISSUE DATE:
4590	SERIAL NUMBER: 09812750 PATENT NUMBER:	FILING DATE: 03/19/2001 ISSUE DATE:
4591	SERIAL NUMBER: 09564790 PATENT NUMBER:	FILING DATE: 05/05/2000 ISSUE DATE:
4597	SERIAL NUMBER: 09668960 PATENT NUMBER:	FILING DATE: 09/25/2000 ISSUE DATE:
4601C1	SERIAL NUMBER: 10227058 PATENT NUMBER:	FILING DATE: 08/21/2002 ISSUE DATE:
4610	SERIAL NUMBER: 09850514 PATENT NUMBER:	FILING DATE: 05/07/2001 ISSUE DATE:
4647	SERIAL NUMBER: 09836704 PATENT NUMBER:	FILING DATE: 04/16/2001 ISSUE DATE:
4657	SERIAL NUMBER: 09977225 PATENT NUMBER:	FILING DATE: 10/16/2001 ISSUE DATE:
4658	SERIAL NUMBER: 09964778 PATENT NUMBER:	FILING DATE: 09/28/2001 ISSUE DATE:
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4662	SERIAL NUMBER: 10011993 PATENT NUMBER:	FILING DATE: 12/05/2001 ISSUE DATE:
4688	SERIAL NUMBER: 10091231 PATENT NUMBER:	FILING DATE: 03/04/2002 ISSUE DATE:
4693	SERIAL NUMBER: 09846855 PATENT NUMBER:	FILING DATE: 05/01/2001 ISSUE DATE:
4695	SERIAL NUMBER: 10109104 PATENT NUMBER:	FILING DATE: 03/27/2002 ISSUE DATE:
4696	SERIAL NUMBER: 10058927 PATENT NUMBER:	FILING DATE: 01/30/2002 ISSUE DATE:

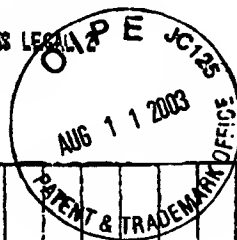
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4717	SERIAL NUMBER: 09998887 PATENT NUMBER:	FILING DATE: 10/31/2001 ISSUE DATE:
4727	SERIAL NUMBER: 09938894 PATENT NUMBER:	FILING DATE: 08/24/2001 ISSUE DATE:
4734	SERIAL NUMBER: 09994495 PATENT NUMBER:	FILING DATE: 11/26/2001 ISSUE DATE:
4740	SERIAL NUMBER: 10142514 PATENT NUMBER:	FILING DATE: 05/09/2002 ISSUE DATE:
4742	SERIAL NUMBER: 10151061 PATENT NUMBER:	FILING DATE: 05/16/2002 ISSUE DATE:
4745	SERIAL NUMBER: 09850590 PATENT NUMBER:	FILING DATE: 05/07/2001 ISSUE DATE:
4780	SERIAL NUMBER: 09938767 PATENT NUMBER:	FILING DATE: 08/24/2001 ISSUE DATE:
4785	SERIAL NUMBER: 09955608 PATENT NUMBER:	FILING DATE: 09/19/2001 ISSUE DATE:
4805	SERIAL NUMBER: 10144179 PATENT NUMBER:	FILING DATE: 05/09/2002 ISSUE DATE:
4856	SERIAL NUMBER: 10134196 PATENT NUMBER:	FILING DATE: 04/26/2002 ISSUE DATE:
4928	SERIAL NUMBER: 10087541 PATENT NUMBER:	FILING DATE: 03/01/2002 ISSUE DATE:
5011	SERIAL NUMBER: 09526131 PATENT NUMBER:	FILING DATE: 03/15/2000 ISSUE DATE:
5013	SERIAL NUMBER: 10085142 PATENT NUMBER:	FILING DATE: 03/01/2002 ISSUE DATE:
4380	SERIAL NUMBER: 08968208 PATENT NUMBER:	FILING DATE: 11/12/1997 ISSUE DATE:



## EXHIBIT A

Case Number	Sub Case	Application Number	Filing Date	Title
1942	D3	09/724635	28-Nov-2000	Automated system for polynucleotide synthesis and purification
4179	15	10/167337	10-Jun-2002	Probe Composition and Method
4179	16	10/170044	10-Jun-2002	Probe Composition and Method
4221	C6	10/040539	28-Dec-2001	Polymers for separation of biomolecules by capillary electrophoresis
4266	C1	09/885292	19-Jun-2001	Effluent Collection Apparatus and Method
				Methods and Reagents for Combined PCR Amplification and Hybridization
4273	C2	10/293236	12-Nov-2002	Probing
4291	C2	09/628076	28-Jul-2000	Device And Method for Multiple Analyte Detection
4291	C3	09/627580	28-Jul-2000	Device And Method for Multiple Analyte Detection
4294	D1	09/563312	13-Jun-2000	Multiplex Polynucleotide Capture Methods and Compositions
4299	C2	09/976842	11-Oct-2001	Asymmetric Benzoxanthene Dye Labelling Reagents
4303	C4	10/014743	29-Oct-2001	Energy transfer dyes with enhanced fluorescence
4309	C3	09/576920	25-May-2000	4,7-Dichlororhodamine Dyes
4314	C3	10/192776	9-Jul-2002	Propargylethoxymino Nucleotides
4320		09/616595	14-Jul-2000	High Density Electrophoresis Device and Method
4329		10/038974	4-Jan-2002	Petal-Array Support for Use with Microplates
				Length Determination of Nucleic Acid Repeat Sequences by
4340	C2	10/038520	22-Oct-2001	Discontinuous Primer Extension
				Determination of a Genotype of an Amplification Product at Multiple Allelic
4347	C1	10/104774	21-Mar-2002	Sites
4347	D1	09/326828	3-Jun-1999	Kit for Genotyping at Multiple Allelic Sites
4365	D3	09/969430	2-Oct-2001	Methods of Labelling Polynucleotides With Dibenzorhodamine Dyes
4365	I2	09/724855	28-Nov-2000	Sulfonated Diarylrhodamine Dyes
4375	C1	10/085561	25-Feb-2002	Nucleotide Compounds Including a Rigid Linker
4377	I1	09/204865	3-Dec-1998	Methods and Apparatus for Flow-Through Hybridization
4378	D1	09/602544	21-Jun-2000	Nitro-Substituted Non-Fluorescent Asymmetric Cyanine Dye Compounds
4380		08/968208	12-Nov-1997	Homogeneous Methods for Nucleic Acid Amplification and Detection
4380	C1	09/717946	20-Nov-2000	Homogeneous Methods for Nucleic Acid Amplification and Detection

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## EXHIBIT A

Case Number	Sub Case	Application Number	Filing Date	Title
4380	C2	09/717707	20-Nov-2000	Homogeneous Methods for Nucleic Acid Amplification and Detection
4380	I3	10/206846	26-Jul-2002	Homogeneous Methods for Nucleic Acid Amplification and Detection
4389	C1	10/092022	5-Mar-2002	Novel Methods for HIV Sequencing and Genotyping
4389	C2		31-Dec-2002	Novel Methods for HIV Sequencing and Genotyping
4390		09/138433	21-Aug-1998	Solid Phase Synthesis of Compounds by Carbon-Carbon Bond Forming Mitsunobu Reactions
4392	RE	10/073899	14-Feb-2002	Method and System for Velocity-Normalized Position-Based Scanning
4396	D1	09/612829	7-Jul-2000	Sample Handling System for a Multi Channel Capillary Electrophoresis Device
4396	D2	10/288405	4-Nov-2002	Sample Handling System for a Multi Channel Capillary Electrophoresis Device
4398	C2	09/946074	4-Sep-2001	Multi-Channel Capillary Electrophoresis Device Including Sheath-Flow Cuvette and Replaceable Capillary Array
4400	C1	10/209565	30-Jul-2002	Apparatus and Method for Spotting a Substrate
4402		09/250422	16-Feb-1999	Polynucleotide Sequencing Method
4406	C1	10/016979	12-Dec-2001	Apparatus and Method for Transferring Small Volumes of Substances
4407	C2	10/010717	7-Nov-2001	Labelled Oligonucleotides Synthesized on Solid-Supports
4410	C1	09/955554	18-Sep-2001	Matrix Storage and Dispensing System
4414	D4	10/199743	19-Jul-2002	Multi-Well Microfiltration Apparatus
4414	I2	10/104335	22-Mar-2002	Manually-operable Multi-Well Microfiltration Apparatus and Method
4419	C1	10/112677	28-Mar-2002	Binary Probe and Clamp Composition and Methods for Target Hybridization Detection
4422		09/154178	16-Sep-1998	Spectral Calibration of Fluorescent Polynucleotide Separation Apparatus
4422	I1	09/927791	10-Aug-2001	Spectral Calibration of Fluorescent Polynucleotide Separation Apparatus
4424	D1	10/211131	2-Aug-2002	Bead Dispensing System
4424	I1	09/506870	15-Feb-2000	Bead Dispensing System
4442	C1	10/010659	6-Dec-2001	Apparatus and Method for the Precise Location of Reaction Plates
4470		09/906994	17-Jul-2001	Apparatus and Method for Specific Release of Captured Extension Products

## EXHIBIT A

Case Number	Sub Case	Application Number	Filing Date	Title
4480	C1	09/075392	8-May-1998	Improvements to Thermal Cycler for PCR
4485		09/606008	29-Jun-2000	Apparatus and Method for Transporting Sample Well Trays
4495	I1	09/976168	11-Oct-2001	Fluorescent Nucleobase Conjugates Having Anionic Linkers
4498	C1	10/099738	15-Mar-2002	Methods for External Controls for Nucleic Acid Amplification
4503	D4	09/481552	11-Jan-2000	Automated Performance of PCR
4524		09/351660	13-Jul-1999	Automatic Masking of Objects in Images
4525		09/486424	14-Dec-1998	Surface Plasmon Resonance Array System
4529		09/700536	29-Nov-2001	Instrument for Monitoring Polymerase Chain Reaction of DNA
4529	C1	10/216620	9-Aug-2002	Instrument for Monitoring Polymerase Chain Reaction of DNA
4536		09/597500	3-Jul-2001	PCR Sample Handling Device
4536	C1		22-Nov-2002	PCR Sample Handling Device
4543		09/909001	18-Jul-2001	Methods for Isolating One Strand of a Double-Stranded Nucleic Acid
4545		09/724613	28-Nov-2000	Compositions, Methods, and Kits for Isolating Nucleic Acids Using Surfactants and Proteases
4545	I1	09/997169	28-Nov-2001	Compositions, Methods, and Kits for Isolating Nucleic Acids Using Surfactants and Proteases
4555		09/724766	28-Nov-2000	Compositions and Methods for Extracting a Nucleic Acid
4568		09/862224	21-May-2001	Peptide Conjugates and Fluorescence Detection Methods for Intracellular Caspase Assay
4581		09/886011	22-Jun-2001	Dye Label Ribonucleotide Triphosphates as Direct PCR Sequencing Agents
4590		09/812750	19-Mar-2001	Detection Cell for Guiding Excitation Light Therein and Method for Using Same
4591		09/584780	5-May-2000	Optical System and Method for Optically Analyzing Light From a Sample
4597		09/668860	25-Sep-2000	High Speed, High Resolution Compositions, Methods and Kits for Capillary Electrophoresis
4601	C1	10/227058	21-Aug-2002	Atropisomers of Asymmetric Xanthene Fluorescent Dyes and Methods of DNA Sequencing and Fragment Analysis
4610		09/850514	7-May-2001	Methods for the Reduction of Stutter in Microsatellite Amplifications

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## EXHIBIT A

Case Number	Sub Case	Application Number	Filing Date	Title
4647		09/836704	16-Apr-2001	Mobility-Modified Nucleobase Polymers and Methods of Using Same
4657		08/977225	16-Oct-2001	System For Filling Substrate Chambers With Liquid
4658		08/964776	28-Sep-2001	Shaped Illumination Geometry and Intensity Using a Diffractive Optical Element
4660		08/938947	24-Aug-2001	Bubble-Free and Pressure-Generating Electrodes for Electrophoretic and Electroosmotic Devices
4662		10/011993	5-Dec-2001	Methods for Quantitating Nucleic Acids Using Coupled Ligation and Amplification
4688		10/091231	4-Mar-2002	Reagents for Oligonucleotide Cleavage and Deprotection
4693		09/846855	1-May-2001	Multi-Channel Capillary Electrophoresis Device and Method
4695		10/108104	27-Mar-2002	Nucleic Acid Analysis Using Non-Templated Addition
4696		10/058927	30-Jan-2002	Device and Method for Thermal Cycling
4702		10/055517	23-Jan-2002	Methods for Fluorescence Detection that Minimizes Undesirable Background Fluorescence
4704		10/050188	14-Jan-2002	Methods and Compositions for Microarray Control
4717		08/988887	31-Oct-2001	A Method of Reducing Non-Specific Amplification in PCR
4727		09/938894	24-Aug-2001	A Method of Purification and Concentration Using AC Fields with a Transfer Tip
4734		09/994495	26-Nov-2001	Capsule and Tray Systems for Combined Sample Collection, Archiving, Purification, and PCR
4740		10/142514	9-May-2002	Fluorogenic Enzyme Assays with Fluorescent Dye Peptide Conjugates
4742		10/151061	16-May-2002	Universal-Tagged Oligonucleotide Primers and Methods of Use
4745		09/850590	7-May-2001	Methods for the Reduction of Stutter in Microsatellite Amplifications
4780		08/938767	24-Aug-2001	Multi-Channel Analyte-Separation Device Employing Side-Entry Excitation
4785		09/955608	19-Sep-2001	Microdevice with Integrated Memory
4805		10/144179	9-May-2002	Methods for the Enrichment of Low-Abundance Polynucleotides
4856		10/134186	28-Apr-2002	Signal Processing by Iterative Deconvolution of Time Series Data
4928		10/087541	1-Mar-2002	Methods For Large Scale Protein Matching



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## EXHIBIT A

Case Number	Sub Case	Application Number	Filing Date	Title
5011		09/526131	15-Mar-2002	Method and System for the Assembly of a Whole Genome Using a Shot-Gun Data Set
5013		10/085142	1-Mar-2002	Computer Algorithm for Automatic Allele Determination from Fluorometer Genotyping Device

## ASSIGNMENT AND ASSUMPTION AGREEMENT

### This ASSIGNMENT AND ASSUMPTION AGREEMENT

("Agreement") is made as of the 28th day of June, 2002, between Applera Corporation, a Delaware corporation ("Assignee"), and PE Corporation (NY), a New York corporation and a wholly owned subsidiary of Assignee ("Assignor").

WHEREAS, Assignor and Assignee have entered into an Agreement and Plan of Liquidation (the "Plan") pursuant to which Assignee and Assignor have agreed to liquidate Assignor by transferring all of its assets, subject to all of its liabilities, to Assignee.

NOW, THEREFORE, in furtherance of the Plan, the parties hereto agree as follows:

1. Assignment of Assets and Business. Subject to Section 3 below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, without limitation, Assignee's assumption of Assignor's Liabilities pursuant to Section 2 hereof, Assignor hereby conveys, transfers, assigns and delivers to Assignee, effective as of the close of the Company's business, but no later than 11:59 p.m., on the date hereof (the "Effective Time"), all of the assets of Assignor (the "Assets"), and Assignee hereby accepts the foregoing assignment of the Assets. Any proceeds, including cash or other property, received by the Assignor after the Effective Time in respect of the Assets or the associated business shall be for the account of Assignee and shall be paid or transferred over to the Assignee promptly upon receipt thereof. For these purposes, the term "Assets" includes, without limitation, all of the Assignor's:

(a) tangible assets such as equipment, computer hardware, furniture, supplies, and inventory;

(b) rights under all contracts to which Assignor is a party or by which it is bound ("Assigned Contracts") (including rights to sue for and recover damages for prior third party breaches);

(c) accounts receivable;

(d) intellectual property rights including patents, trademarks and copyrights (and applications for any of them), and discoveries, inventions, know how and trade secrets, including Assignor's full right to sue for and recover damages recoverable from prior infringements of such intellectual property;

(e) goodwill associated with its proprietary marks and its business;

- (f) rights under governmental permits to the extent transferable;
- (g) warranty rights against manufacturers or suppliers;
- (h) customer and supplier lists; and
- (i) other property or rights relating thereto of any kind or nature.

2. Assumption of Liabilities. Subject to Section 3 below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, without limitation, Assignor's transfer of its Assets pursuant to Section 1 hereof, effective as of the Effective Time, Assignor hereby assigns to Assignee, and Assignee hereby assumes and agrees to perform, all of the liabilities of Assignor (the "Liabilities"). For these purposes, the term "Liabilities" includes all of the Assignor's liabilities and obligations (whether absolute, accrued, contingent or otherwise) of any nature whatsoever including obligations under all Assigned Contracts.

3. Restrictions on Transfer.

(a) Third Party Limitations. To the extent that any Asset is not capable of being conveyed, transferred, assigned and delivered by the Assignor to the Assignee as contemplated by Section 1 above (a "Restricted Asset") or any Liability cannot be assigned by the Assignor and assumed by the Assignee as contemplated by Section 2 above (a "Restricted Liability") due to a Third Party Limitation (as defined below), this Agreement shall not constitute an assignment and/or assumption thereof unless and until such Third Party Limitation is no longer applicable. Each of the Assignor and Assignee shall use commercially reasonable efforts to remove such Third Party Limitations as soon as practicable after the execution and delivery of this Agreement. For these purposes, a "Third Party Limitation" means the existence of any of the following as of the Effective Time with respect to any Asset or Liability: (i) any unfulfilled contractual requirement that notice to or consent of a third party is required prior to the assignment and/or assumption thereof, (ii) any unfulfilled contractual requirement that the Assignee enter into certain agreements with third parties (for example, providing for Assignee's express assumption of obligations for the benefit of such third parties) prior to the assignment and/or assumption thereof, and (iii) any unfulfilled legal requirement (including requirements under applicable laws, regulations, court rules, judgments, and the like) that notice to or consent of a third party, including any governmental entity, or other process is required prior to the assignment and/or assumption thereof.

(b) Arrangements Regarding Restricted Assets and Liabilities. Section 3(a) notwithstanding, following the Effective Time, the Assignor and the Assignee shall cooperate with each other with respect to Restricted Assets and Restricted Liabilities such that as between them (i) the benefit of such Restricted Assets shall beneficially, though not

legally, transfer to the Assignee as of the Effective Time, and (ii) the burden of the Restricted Liabilities shall beneficially, though not legally, transfer to and be borne by the Assignee as of the Effective Time. In this regard, the Assignor and the Assignee agree to the following regarding Assigned Contracts that constitute Restricted Assets and/or Restricted Liabilities ("Restricted Contracts"):

(A) General. The Assignor shall keep the Assignee regularly informed of all matters relating to Restricted Contracts, and without limitation shall promptly (x) provide Assignee with copies of all notices or other written communications relating to Restricted Contracts, and (y) notify Assignee of the nature of all oral communications relating to Restricted Contracts. The Assignor shall consult with the Assignee with respect to all matters relating to Restricted Contracts, and shall act in accordance with instructions from the Assignee with respect thereto. The Assignor shall enforce, at the request and cost of the Assignee for the account of the Assignee, any rights of the Assignor arising from any such Restricted Contract.

(B) Performance by Assignor. The Assignor and the Assignee shall establish, to the extent practicable, arrangements for purposes of performance by the Assignor under Restricted Contracts. For example, the Assignor might subcontract performance to the Assignee, or the Assignee might lease or license the necessary Assets and personnel to the Assignor. Such procedures shall be commercially reasonable, consistent with the terms and conditions of the applicable Restricted Contracts, and in compliance with applicable law.

(C) Receivables. All cash or other property received by the Assignor in respect of performance under Restricted Contracts shall be for the account of Assignee and shall be paid or transferred over to the Assignee promptly upon receipt thereof.

5. Additional Transfer Documents. From time to time on or after the date hereof: (a) upon the request of Assignee, Assignor shall promptly execute and deliver to Assignee such other transfer documents, bills of sale, assignments or other instruments (including instruments necessary for filing with governmental authorities such as patent or trademark instruments), as Assignee deems necessary or appropriate to convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Assets described in Section 1 above as and when provided for herein, and (b) upon the request of Assignor, Assignee shall promptly execute and deliver to Assignor such other documents or other instruments (including instruments necessary for filing with governmental authorities such as patent or trademark instruments) as Assignor deems necessary or appropriate to give effect to the assumption of Liabilities described in Section 2 above as and when provided for herein.

6. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of any third persons or entities which are not a party to this Agreement, nor shall any provision of this Agreement give any third persons or entities any rights of subrogation or action over or against any party to this Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements, representations and understandings of the parties with respect thereto, and may not be modified, amended or otherwise changed in any manner except by a writing executed by a duly authorized representative of the party to be charged.

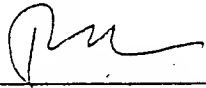
8. Counterparts: Further Assurances. This Agreement may be executed in counterparts and by the parties in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. The parties agree to execute such documents, stock powers and instruments of assignment and assumption and take such other actions as may be necessary or expedient to carry out the transactions contemplated by this Agreement.

9. Miscellaneous. Headings are included for reference purposes and shall not affect interpretation of this Agreement. As used in this Agreement, the phrase "including" shall in each case be read to mean "including, without limitation," unless expressly provided for otherwise. This Agreement shall be governed by the laws of the State of New York without regard to its principles of conflicts or choice of law which would provide for a different governing law.

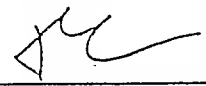
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as  
of the date and year first above set forth.

Applera Corporation

By:   
Name: Thomas P. Livingston  
Title: Secretary

PE Corporation (NY)

By:   
Name: Thomas P. Livingston  
Title: Secretary